

**AGREEMENT  
BETWEEN**

**CLINTON COMMUNITY SCHOOL  
DISTRICT**

**AND**

**COMMUNICATIONS WORKERS OF  
AMERICA – FOOD SERVICE**

**2006-2009**



<b>ARTICLE I.....</b>	<b>3</b>
PREAMBLE .....	3
<b>ARTICLE II .....</b>	<b>3</b>
RECOGNITION .....	3
<b>ARTICLE III.....</b>	<b>3</b>
GENERAL PROVISIONS.....	3
<i>Section 1 – New Employees.....</i>	<i>3</i>
<i>Section 2 – Hours of Work .....</i>	<i>3</i>
<i>Section 4 – Notification of Continued Employment.....</i>	<i>4</i>
<i>Section 5 - Substitutes .....</i>	<i>4</i>
<i>Section 6 – Inclement Weather.....</i>	<i>4</i>
<i>Section 7 – Cook’s Meetings.....</i>	<i>5</i>
<i>Section 8 – Resignation.....</i>	<i>5</i>
<i>Section 9 – Payroll Deductions.....</i>	<i>5</i>
<b>ARTICLE IV .....</b>	<b>6</b>
STAFF REDUCTIONS.....	6
<b>ARTICLE V.....</b>	<b>8</b>
FUNERAL LEAVE .....	8
<b>ARTICLE VI.....</b>	<b>8</b>
SICK LEAVE.....	8
FAMILY MEDICAL LEAVE ACT .....	9
<b>ARTICLE VII .....</b>	<b>9</b>
SPECIAL LEAVES .....	9
<b>ARTICLE VIII.....</b>	<b>10</b>
JURY/LEGAL LEAVE.....	10
<b>ARTICLE IX .....</b>	<b>10</b>
UNPAID LEAVE.....	10
<b>ARTICLE X.....</b>	<b>11</b>
HOLIDAYS .....	11
<b>ARTICLE XI.....</b>	<b>11</b>
CERTIFICATION.....	11
<b>ARTICLE XII .....</b>	<b>11</b>
GRIEVANCE PROCEDURE .....	11
<b>ARTICLE XIII.....</b>	<b>14</b>
INSURANCE.....	14
<b>ARTICLE XIV .....</b>	<b>15</b>
A.    WAGES -SALARY SCHEDULE - COOKS .....	15
B.    ADDITIONAL SALARY .....	16
C.    LONGEVITY .....	16
D.    CLOTHING ALLOWANCE .....	16
<b>ARTICLE XV.....</b>	<b>17</b>
HEALTH AND SAFETY .....	17

<b>ARTICLE XVI .....</b>	<b>17</b>
SEPARABILITY AND SAVINGS.....	17
<b>ARTICLE XVII.....</b>	<b>17</b>
EFFECTIVE DATE .....	17
<b>APPENDIX “B” .....</b>	<b>19</b>
<b>GRIEVANCE FORM .....</b>	<b>19</b>
LEVEL I.....	19
<b>GRIEVANCE FORM .....</b>	<b>20</b>
LEVEL II .....	20

## **ARTICLE I**

### **PREAMBLE**

This Agreement, made and entered into by and between the Clinton Community School District, hereinafter referred to as " Employer", and the Communications Workers of America, hereinafter referred to as "Union".

## **ARTICLE II**

### **RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent for all full-time and regular part-time cook managers, cooks, assistant cooks, kitchen helpers and cashiers. Excluded, all administrators, supervisors, cafeteria coordinator, playground (lunchroom) supervisors, substitutes, and all others excluded by Section 4 of the Act.

## **ARTICLE III**

### **GENERAL PROVISIONS**

#### **Section 1 – New Employees**

New Employees - All new employees will serve a three-month probationary period. If at any time during those three months, the employee proves herself/himself incapable of her/his job, she/he will be dismissed. If an employee finds the work to be unsatisfactory during the three-month probationary period, a resignation will be accepted. Each employee will be evaluated during his/her first two years of employment and every third year thereafter. At the discretion of the building principal, an employee may be evaluated on a more frequent basis.

Cooks will be required to take a physical examination prior to beginning employment with the school district. The cook will be expected to pay the cost of the first physical examination. If bargaining members are required to take a physical examination after the initial physical examination, the Board will pay fifty dollars (\$50) toward the cost of the physical examination.

#### **Section 2 – Hours of Work**

Hours of Work — The Director of Food Services will establish a standard for the number of lunches to be prepared per hour worked. Kitchens will be expected to meet or exceed this standard. Cooks should report hours worked on the proper report form based upon the usual weekly load. Hours worked beyond the normal load must be approved by the Director of Food Services.

If a kitchen has a lower participation than is estimated prior to the school year, the cook should expect her/his work hours to be adjusted accordingly.

#### **Section 3 - Payday**

Payday shall be on every other Friday during the school year unless prevented from doing so for reasons beyond the control of the employer. Time sheets shall be due on the Thursday prior to the week before payday. When payday falls on a holiday, cooks will receive their checks on the last previous workday when such payment can be worked into the normal operation of the payroll department. On longer vacations, when time slips are turned in less than a week prior to the vacation period, checks will be mailed. The decision concerning the possibility of early payment will be made by the Director of Food Services and the school district payroll office.

#### **Section 4 – Notification of Continued Employment**

Notification of Continued Employment — Employees will be notified concerning their status for the following year prior to June 15. This will include providing each employee with a salary schedule and an estimate of the number of hours to be worked the following year.

#### **Section 5 - Substitutes**

Substitutes — Substitute cooks will be called by the Director of Food Services. In case the cook manager is absent, the employee who will assume full duty as cook manager will be paid cook manager wages. When it is necessary for the cook to take over as cook manager, a substitute will be brought in to assist. The cook will be paid cook manager's wages plus 20 cents per hour allowance, if certified, during the time that he/she serves as cook manager. (Wages for serving as cook manager will be determined by using the same step on the cook manager's schedule as the cook has on her/his schedule.)

#### **Section 6 – Inclement Weather**

- a. Cook managers will be paid for one hour if they must leave for work prior to the time that an announcement is made concerning the closing of school. If the weather appears to be such that the cook feels school might be canceled, that he/she should make an effort to find out if school has been canceled prior to the time, he/she leaves for work. If a cook manager gets to school prior to the announcement that school is closed, he/she should notify his/her assistants so they will not need to come.
- b. If food has been set out the previous day that could spoil without proper storage, the cook manager will be paid for one hour to go to school and arrange to properly store the food. (A cook manager should not turn in a request for time on such a day unless he/she has gone to school prior to notification concerning the closing of school or has had to go to school to put food away.) Upon agreement between the cook manager and the cook, a cook assistant may be designated to go to school to put the food away
- c. If classes are canceled for a day in one building of the district due to something that is unique to that building, the Director of Food Services will check with the cafeteria workers to see if they would prefer to have the day off without pay or be reassigned. If the employee wishes to be reassigned the Director of Food Services will attempt to assign the employee of that cafeteria to other work. If other useful work is not available, the cafeteria employee will have the day off without pay.

- d. If a school-wide activity takes place that eliminates the need for a noon meal, the number of days of employment in the cook's contract can be revised with a one-week notice.

### **Section 7 – Cook's Meetings**

Cooks Meetings — An inservice meeting will be scheduled for cafeteria personnel during the week prior to the start of the school year by the Director of Food Services. Cook managers, cooks and other cafeteria personnel who will benefit from the program will be expected to attend. Those attending the meeting will receive their regular hourly pay for the time of the meeting. These hours are to be included with the first time sheet for the year. For each additional meeting called by the Director of Food Services, cook managers will be paid one hour's wages.

### **Section 8 – Resignation**

Food service personnel must give a two weeks' notice and inform the Director of Food Services in writing of intended resignation.

### **Section 9 – Payroll Deductions**

Payroll Deduction — Any employee(s) in the bargaining unit who is a member of the Union on the effective date of this Agreement, or who may be accepted as a member subsequent to the effective date of this Agreement, may authorize deduction of uniformly levied Union dues from their earnings by signing the form "Authorization for Check-off of Dues" which is attached hereto and made a part of this Agreement and is identified as Appendix A.

Deduction shall be made only in accordance with the provisions of the Payroll Authorization Form together with the provisions of this Article.

Check-off deductions under all properly executed "Authorization for Check-Off of Dues" forms which have been delivered to the business office subsequent to the signing of this Agreement, shall begin with the months of September and January.

Thereafter, on or before ten (10) days prior to the first of July or ten (10) days prior to the first of September, the Union shall deliver to the business office, any properly executed "Authorization for Check-off of Dues" forms under which Union membership dues are to be deducted, beginning with the following calendar month.

The Union will notify the business office, in writing, when it makes delivery of "Authorization for Check-Off of Dues" forms, the amount of dues owed by employees who executed these forms.

In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union

Constitution and By-Laws, or in accordance with signed authorization, refunds to the employee will be made by the Union.

Dues deductions shall be remitted to the designated Finance Officer of the Local Union once each

month within fifteen (15) days subsequent to actual deduction. Any deductions made from subsequent payrolls shall be included with the remittance for the following month.

The Clinton Board of Education shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from employee's wages earned.

The Union shall indemnify and hold harmless the Clinton Board of Education against any and all liability and expenses, including reasonable attorney's fees that may arise by reason of the compliance with the terms of this Article.

## **ARTICLE IV**

### **STAFF REDUCTIONS**

The staff reduction policy will apply to cafeteria personnel who work four (4) hours per day or more. When the Board of Education determines that it is necessary to reduce cafeteria personnel, it will do so by attrition so far as possible. When the Board of Education finds it necessary to reduce the number of cafeteria personnel by termination, it will be done as follows:

1. School food service personnel will be terminated, by category, in reverse order of their total continuous time as a cafeteria worker.
2. When a position is eliminated, the least senior person in that category will be eliminated. The cafeteria person whose position has been eliminated will be assigned to the position vacated by the terminated employee.
3. If a Cook Manager is eliminated from that category due to a staff reduction, he/she will be assigned to the position of the least senior person in the Cook classification. The least senior cook will be terminated to make room for the above-mentioned move. If a staff reduction requires that positions be made available in the Cook category for both a Cook-Manager and a Cook, the necessary arrangements for assigning the person already in the category will be made prior to making arrangements for reassigning the Cook-Manager. In case there is a tie in seniority, the Director of Food Services will determine which person will be terminated.
4. If a cook is eliminated from that category due to a staff reduction he/she will be assigned to the position of the least senior person in the Assistant Cook/Kitchen Helper classification provided the cook has more seniority than the least senior person in the Assistant Cook/Kitchen Helper category. If a staff reduction requires that positions be made available in the Assistant Cook/Kitchen Helper category for both a cook and an Assistant Cook/Kitchen Helper, the necessary arrangements for assigning the person already in the category will be made prior to making arrangements for reassigning the Cook. In case there is a tie in seniority, the Director of Food Services will determine which person will be terminated.
5. When a cafeteria employee moves from one category to another, accumulated seniority as a member of the School Food Services bargaining unit will transfer also.
6. Categories for purposes of this contract are:

- a. Cook-Manager
- b. Cook
- c. Assistant Cooks, Kitchen Helpers
- d. Cashiers

The Cook-Manager positions at Clinton High School and Washington Middle School will be exempt from this policy. The Director of Food Services will appoint people to these positions. The seniority policy will not apply in determining the persons who are employed for these positions, or keeping them.

7. Any cafeteria worker terminated by this policy shall have for two (2) years the right to reemployment in the category from which he/she was terminated. Reemployment will be on the basis of seniority. If seniority is equal, the Director of Food Services will select the employee to be rehired.
8. An employee who is terminated due to staff reduction initiated by the Board of Education will have their seniority at the time of termination recognized in placement on the salary schedule on return to regular employment.
9. In order to be considered for reemployment, the cafeteria worker wishing to be reemployed must keep up-to-date information in the hands of the Director of Food Services regarding the following:
  - a. Current employment status
  - b. Current mailing address
  - c. Current phone number, both at home and at work
  - d. Where he/she can be reached during periods of absence from home exceeding 3 days.

Failing to provide this information constitutes surrender of the right to reemployment by the employee.

When reemployment is offered the offer must be accepted or rejected within five (5) calendar days after it is made or eligibility for reemployment is terminated finally.

10. If the cafeteria employee does not wish to be considered for reemployment, he/she should so notify the Director of Food Services.
11. When a reduction in staff or number of hours is to be made, the Director of Food Services will discuss the matter with the Cook-Manager of the kitchen involved and will inform the person affected.



## **ARTICLE V**

### **FUNERAL LEAVE**

1. Up to five (5) days emergency leave at full pay will be allowed in case of death in the immediate family. Immediate family shall include the employee's spouse, child (including foster & step), parent (including foster & step), son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, grandchild and any other member of the immediate household. This leave will not be charged to sick leave.
2. One(1) day's leave will be granted in the event of the death of a friend or relative outside the employee's immediate family as defined above. Up to one (1) additional day will be allowed if the funeral is held more than one hundred eighty (180) miles from Clinton and travel necessitates an additional day. Such allowance for funerals shall not exceed three (3) days in any one year. This leave shall be charged to sick leave.
3. In the event of the death of an employee or student in the Clinton Community School District, the principal or immediate supervisor, with the approval of the Superintendent, may grant the appropriate number of employees up to one-half-day off to attend the funeral with pay.

## **ARTICLE VI**

### **SICK LEAVE**

Sick Leave — All employees shall be granted 15 days of sick leave for personal illness with pay each year. Unused days may be accumulated to a total of 160 days, including time for the current year.

Purposes for which sick leave time may be used.

1. Illness of employee.
2. Not to exceed 5 days in any one year may be used in case of serious illness in the immediate family of the employee. Immediate family shall include the employee's spouse, child (including foster & step), parent (including foster & step), son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, grandchild and any other member of the immediate household.

If the employee has worked for the school district for more than ten (10) years, or has not used more than twelve (12) days of such leave in the past five (5) year period, the employee will be eligible for an additional three (3) days of such leave upon application to, and approval by, the Superintendent of Schools. This additional time shall be charged to sick leave.

## **FAMILY MEDICAL LEAVE ACT**

Bargaining unit employees are entitled to Family Medical Leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993.

### **ARTICLE VII**

#### **SPECIAL LEAVES**

Leave, not to exceed two (2) days in one school year will be provided upon approval of the Superintendent under the conditions outlined in this paragraph. Such requests for leave with accompanying pertinent data shall be submitted to the immediate supervisor for acknowledgment and forwarded to the Superintendent or his/her designee for decision. Requests for such leave shall be submitted on the proper form five (5) days in advance when possible. Conditions for approved special leave include:

1. Personal emergencies including:
  - a. calamities (fire, flood, explosion, etc.) to one's residence or to the residence of a member of the immediate family,
  - b. auto accidents that require immediate attention,
  - c. weather or travel conditions that prevent employees from returning to their local residence after weekends or vacations,
  - d. sudden unexpected events which arise in the immediate household demanding immediate attention that are not subject to other provisions of this contract.
2. personal privilege including:
  - a. a graduation from a recognized community college, college, trade school or university where a degree is awarded to the employee, employee's spouse, child, grandchild, parent, brother or sister,
  - b. a ceremony where a unique award is presented to the employee, employee's spouse, child or parent,
  - c. a high school state tournament where the employee's child is a participant and attendance at the event requires that the employee be absent from work,
  - d. attend the employee's own wedding or the wedding of a member of the employee's immediate family,
  - e. moving household goods other than when leaving the employ of the Clinton schools,

- f. and up to one-half (1/2) day to attend the kindergarten round-up of the employee's child.
  - g. Military deployment of a spouse, child, step or foster child, grandchild, parent, step-parent, brother, sister, or a member of the immediate household to a military conflict or upon return from a military conflict.
- 3. legal and professional transactions that cannot be scheduled during non-work hours including:
  - a. court appearances scheduled by civil authorities,
  - b. conferences with attorneys which cannot be scheduled for other times,
  - c. child's initial college orientation session,
  - d. appointments with university officials for the purpose of attending to the details of an approved graduate school program.
- 4. the Superintendent or his/her designee may grant special leave for reasons other than those in the paragraph provided they are, in the judgment of the Superintendent or his/her designee, within the spirit of the policy.

Special leave shall not be available for recreation, travel, weddings (except as indicated above), shopping, job interviews (except for employees terminated due to staff reduction), or activities which result in taxable income for the employee.

## **ARTICLE VIII**

### **JURY/LEGAL LEAVE**

**Jury/Legal Leave** — Any employee called for jury duty during school hours or who is required by subpoena or other order of the court to appear in any judicial proceeding, shall be provided the necessary time. Any fees or remuneration, excluding travel and other reimbursed expenses, the employee receives during such leave shall be transmitted to the Clinton Community School District.

The Director of Human Resource may grant Jury/Legal Leave when an employee is asked by legal counsel to appear/testify.

## **ARTICLE IX**

### **UNPAID LEAVE**

A temporary leave may be granted without pay upon approval of the Superintendent or his/her designee. Requests for such leave, including the reason, shall be submitted on the proper form at least six (6) days in advance. Such leave will not be granted in units of less than one-half (1/2) day.

## **ARTICLE X**

### **HOLIDAYS**

Employees will be paid for Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, and Memorial Day. An employee must work a minimum of twenty (20) hours per week to qualify for holiday pay.

Employees who are absent on the work day preceding the holiday or who are absent the work day following will not receive pay for the holidays listed above unless they have a reason satisfactory to the Director of Food Services.

## **ARTICLE XI**

### **CERTIFICATION**

Certification Pay – 15 cents per hour (20 cents per hour for Cook Managers and Cooks) above the regularly scheduled salary will be paid to food service employees re-certified by the Iowa School Food Service Association.

To become certified for a three-year period, the food service employee must make application for certification and pay the fee for the level where he/she meets the requirements. Cooks must have one year of experience before they are qualified to become certified.

To become eligible for re-certification, the food service employee must earn the minimum number of certification credits within the three-year period and then make application and pay the fee for re-certification.

If the food service employee earns the required number of certification credits before the three-year period ends, he/she will receive an additional 20 cents per hour for Cook Managers and Cooks starting with the next contract year. Proof that the required credits have been earned must be presented to the Food Service Director. Re-certification payments will not be compounded.

When the Director of Food Services directs a cook to attend a course, the District will pay tuition expenses.

## **ARTICLE XII**

### **GRIEVANCE PROCEDURE**

#### **A. Definitions**

Grievance - A grievance is a claim by an employee or the Union that there has been a violation, misapplication, or misinterpretation of any provision of this agreement.

Aggrieved Person - An "aggrieved person" is the person who has suffered the alleged violation.

B. Purpose

The purpose of this procedure is an attempt to secure equitable solutions to problems relating to the application of this agreement.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and reasonable effort should be made to expedite the process.

2. Director of Food Service or His/Her Designee (Informal)

An employee with an alleged grievance shall first discuss it with the Director of Food Service or his/her designee with the objective of resolving the matter informally. To be considered, the grievance must be discussed within 20 workdays after the alleged violation, or within 20 workdays from the time that the employee could have reasonably been expected to be aware of the violation.

3. Level One - Director of Food Service or His/Her Designee (Formal)

If , as a result of the informal discussion with the Director of Food Service or his/her designee, a grievance still exists, the aggrieved person(s) may, within six (6) working days after the informal discussion, invoke the formal grievance procedure by submitting the form set forth in Appendix B. Said form, when completed and submitted, shall be signed by the grievant. A completed copy of the grievance form shall include the specific section(s) and/or article(s) of the agreement allegedly violated, shall state the specific relief sought, and be delivered in person to the Director of Food Service or his/her designee. If a grievance is not filed within six (6) working days after the informal discussion with the Director of Food Service or his/her designee, the grievance shall be deemed settled at the informal level. The Director of Food Service or his/her designee shall indicate his/her disposition of the grievance in writing within six (6) working days of the presentation of the formal grievance and shall return the written disposition to the aggrieved person. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within six (6) working days, the grievance shall be transmitted to level two (2). This may be done by forwarding a copy of the original grievance form to the Superintendent of Schools or his/ her designated representative, within ten (10) working days after receipt of the disposition of the grievance from the Director of Food Service or his/her designee. Reasons for the dissatisfaction with the proposed settlement must be given in writing. Any grievance which is not carried to level Two within ten (10) working days will be deemed settled on the basis of said answer at level one (1).

4. Level Two - Superintendent of Schools or Designee

The Superintendent of Schools or his/her designee shall meet with the aggrieved person

and the person named in the grievance within ten (10) working days of receipt of the grievance. This meeting shall be private. Within ten (10) working days of the meeting the Superintendent or his/her designee, shall indicate disposition of the grievance in writing and shall carried to level three within ten (10) working days shall be deemed settled on the basis of said answer. If the grievance is not resolved at Step Three, it may be appealed to grievance mediation or arbitration.. Since mediation is non-binding, arbitration will remain the final option for resolution.

5. Level Three - Arbitration

If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within ten (10) working days of the meeting, the Union, on behalf of the employee, may submit the grievance to arbitration. The request for arbitration must be submitted within ten (10) working days of the receipt of the answer filed by the Superintendent, or his/her designee, or from the last day that the answer was due. The Union may move the grievance to arbitration by sending written notification on the approved form to the Superintendent, or his/her designated representative, that the response was unsatisfactory and the reasons for the dissatisfaction. The union shall also notify the PERB that arbitration is being sought.

Within ten (10) working days after written notice to the PERB of submission to arbitration, the Board and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall attempt to obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the PERB by either party. The list shall consist of five (5) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) working days. Each party will have one (1) additional working day to remove names alternately until only one (1) name remains. The person whose name remains shall be the arbitrator.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of this agreement, but shall have the power only to apply the provisions of this agreement to the settlement arising hereunder.

The decision of the arbitrator shall be final and binding, shall be reduced to writing, and each party shall be furnished a signed copy thereof.

The cost for the service of the arbitrator and arbitrator-related expenses shall be borne equally by the Board and the Union. Any other expenses incurred shall be paid by the party incurring them.

D. Miscellaneous

1. Schedule of Grievances

All formal grievance hearings will take place outside school hours unless otherwise mutually agreed.

2. The presence of the aggrieved employee shall be required at all levels of the grievance procedure unless grievant is physically unable to be present.
3. Upon request of the aggrieved, the Union may provide up to two (2) representatives at any formal level. If two (2) or more employees are involved in submitting a grievance, one (1) additional Union representative (a total of three Union people) may attend the meeting.

## **ARTICLE XIII**

### **INSURANCE**

#### **Health and Major Medical**

A person who works forty (40) hours per week will be eligible for a fully paid single health plan.

The Board of Education will pay 75% of the monthly cost of an individual health plan for school food service employees who regularly work thirty (30) hours per week or more, provided they are accepted by the insurance company. The employee will be expected to inform the school business office how they wish to pay their portion of the cost. (The amount may be deducted from the employee's check or paid for in advance.) The employee may also qualify for a family health plan by paying the difference between the district monthly payment and the cost of the family plan per month.

## ARTICLE XIV

### A. Wages -Salary Schedule - Cooks

#### 2006-2007

<u>Step</u>	<u>Cook Manager</u>	<u>Cook</u>	<u>Kitchen Helpers, Asst. Cooks, Cashiers, Dishwashers</u>
1	9.28	8.72	8.00
2	9.45	8.81	8.28
3	9.60	8.88	8.45
4	9.77	8.95	8.62

#### 2007-2008

<u>Step</u>	<u>Cook Manager</u>	<u>Cook</u>	<u>Kitchen Helpers, Asst. Cooks, Cashiers, Dishwashers</u>
1	9.54	8.98	8.26
2	9.73	9.09	8.56
3	9.88	9.16	8.73
4	10.07	9.23	8.90

#### 2008-2009

<u>Step</u>	<u>Cook Manager</u>	<u>Cook</u>	<u>Kitchen Helpers, Asst. Cooks, Cashiers, Dishwashers</u>
1	9.80	9.24	8.52
2	10.01	9.37	8.84
3	10.16	9.44	9.01
4	10.37	9.51	9.18



## **B. Additional Salary**

Cook Manager CHS - 20 cents per hour above scale.

Cook Manager Washington Middle School, Cook Manager Bluff Elementary School, and Head Cashier/Bookkeeper CHS - 10 cents per hour above scale.

## **C. Longevity**

15 cents per hour above the regularly scheduled salary will be paid to food service employees certified by Iowa Food Service Association.

Cook Managers and Cooks will receive twenty (20) cents per hour for certification by Iowa Food Service Association.

Certification by Iowa Food Service Association will be required for Cook Managers and Cooks within one year of employment as a Cook Manager or Cook.

Food service employees employed ten (10) or more years (beginning with the 11<sup>th</sup> year) will receive an additional five (5) cents per hour.

Food service employees employed fifteen (15) or more years (beginning with the 16<sup>th</sup> year) will receive an additional five (5) cents per hour (a total of ten (10) cents per hour).

Food service employees employed twenty (20) or more years (beginning with the 21<sup>st</sup> year) will receive an additional five (5) cents per hour (a total of fifteen (15) cents per hour).

Advancements on the salary schedule will be effective as of July 1 of each year.

## **D. Clothing Allowance**

Food service employees who are required to wear a uniform will be reimbursed toward the purchase of a white work uniform and/or white duty shoes as follows:

- \* New employees will be required to work a minimum of three months before they are eligible for a uniform allowance.
- \* Employees must submit a dated, descriptive receipt with the form provided to the business office.
- \* Employees who regularly work twenty (20) hours per week or more will have a maximum reimbursement of \$75.
- \* Employees who regularly work less than twenty (20) hours per week will have a maximum reimbursement of \$50.

## ARTICLE XV

### HEALTH AND SAFETY

Time will be allotted at the monthly Cook Manager meeting for discussion of issues pertaining to health and safety. Agenda items must be submitted in writing to the Food Service Director by the Friday preceding the meeting date.

## ARTICLE XVI

### SEPARABILITY AND SAVINGS

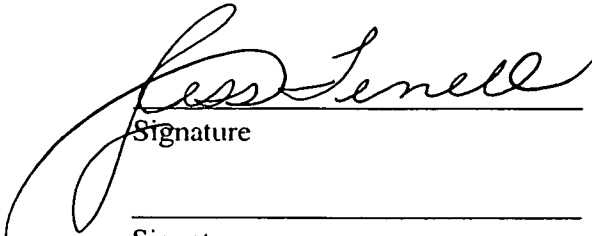
Separability and Savings — If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction the balance of this Agreement shall continue in full force and effect. The Article or Section held invalid shall be modified to the extent required by law. Nothing herein shall prevent either party from appealing an unfavorable court decision. No change shall be made in the contract until legal remedies have been exhausted where pursued.

## ARTICLE XVII

### EFFECTIVE DATE

This contract with the Communications Workers of America will be in effect from July 1, 2006 through June 30, 2009. The contract shall continue in effect from year to year thereafter unless written notice to change or modify is served by either party by October 1, 2008.

#### CLINTON COMMUNITY SCHOOLS

  
\_\_\_\_\_  
Signature

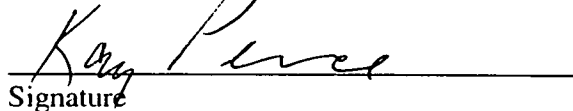
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Signature

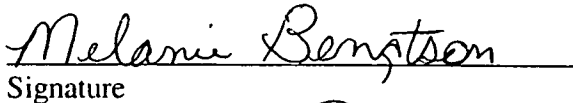
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Signature

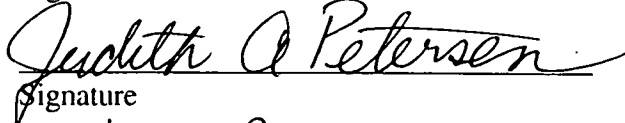
\_\_\_\_\_  
Signature

5-22-06  
\_\_\_\_\_  
Date

#### COMMUNICATIONS WORKERS OF AMERICA FOOD SERVICE

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

May 22, 2006  
\_\_\_\_\_  
Date

## APPENDIX "A"

### AUTHORIZATION FOR CHECK-OFF OF DUES

Date \_\_\_\_\_

To the Clinton Community School District:

I hereby assign to Communications Workers of America, from any wages earned by me as your employee, such sums as the Financial Officer of said Local Union may certify as due and owing from me as membership dues, in the sum of \$\_\_\_\_\_ monthly, by said Local Union. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be in effect from the date of delivery hereof, to you, until the termination of the Collective Agreement between the employer and the Union which is in force at the time of delivery of this authorization unless written cancellation notice is given by me to the business office prior thereto. Written notice of cancellation of this authorization should be presented to the business office at least thirty (30) days prior to July first or January first of requested cancellation.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date of Delivery to Business Office

**APPENDIX "B"**

**CLINTON COMMUNITY SCHOOL DISTRICT**

**GRIEVANCE FORM**

Grievance No. \_\_\_\_\_  
To be filled in by  
Central Office

**LEVEL I**

1. Date Violation Occurred \_\_\_\_\_
  2. Paragraph(s), Section(s) and/or article of contract violated. \_\_\_\_\_  
\_\_\_\_\_
  3. Statement of grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  4. Relief sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- |                               |          |
|-------------------------------|----------|
| Signature of Aggrieved Person | Building |
|-------------------------------|----------|
5. Disposition by Food Service Director  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If additional space is needed, attach additional sheets. (This form must be submitted in four (4) copies. After the Director of Food Services makes his/her disposition, he/she will keep one (1) copy, return one (1) copy to the employee making the complaint, and send one (1) copy to the President of the Union or his/her designee.

